

## **ARTICLE 11**

### **HEALTH AND SAFETY**

#### **SECTION 1. GENERAL.**

The Employer shall make every reasonable effort to provide a safe and healthful place of employment free from recognizable hazards.

#### **SECTION 2. PHYSICAL AND MENTAL HEALTH EXAMINATIONS.**

Whenever the Employer requires an employee to submit to a medical examination or test, the Employer shall pay the entire cost of such services not covered by health insurance programs, provided that the employee uses the services selected by the Employer.

#### **SECTION 3. DAMAGE AND/OR LOSS OF PERSONAL EFFECTS.**

The Employer or insurance carrier will pay the cost of repairing or replacing personal effects (possessions owned by an employee) damaged or lost in the line of duty, in accordance with applicable laws and/or regulations of the State Administrative Board in effect on the effective date of this Agreement, or as subsequently improved.

#### **SECTION 4. SPACE FOR PERSONAL EFFECTS.**

Within budgetary and space limitations, the Employer shall provide secure storage space for wearing apparel and personal property of an employee. Details for providing such space shall be negotiated at the secondary level.

#### **SECTION 5. PERSONAL INJURY.**

When an employee, while on the job, has been assaulted, and when such assault results in an injury which requires the employee's absence from work as documented by a doctor's statement, the employee shall be placed on administrative leave from the time of injury through the end of the seventh (7th) calendar day subsequent to the assault. If an employee subsequently receives Workers' Compensation payments covering the same period of time, the employee shall turn over such Workers' Compensation payments to the Appointing Authority.

The prevailing practice regarding the payment of medical costs connected with such assault not covered by health insurance programs shall apply to employees in the Bargaining Unit.

If an employee, when not on official duty, is assaulted as a result of carrying out his/her official duties, the provisions of this Section shall apply.

#### SECTION 6. REHABILITATION.

The Union and the Employer recognize that less than satisfactory performance can be a consequence of behavioral difficulties attendant to physical, emotional or mental illness, substance abuse, or family and personal conflicts. Without diminishing the Employer's right to discipline employees for just cause, the Employer shall maintain existing Employee Services Programs and/or advise employees relative to counseling and other reasonable or appropriate rehabilitation services available to employees. Appropriate consideration, prior to disciplinary determinations, shall be given to an employee's involvement in such programs.

#### SECTION 7. BUILDING LEASES.

The Employer shall provide copies of all current and future leases for State buildings to the Union.

#### SECTION 8. SECURITY GUARDS.

The Employer shall provide security guards at those work locations where it is necessary to do so.

The parties agree that this subject shall be reopened for negotiations at the request of either party with thirty (30) calendar days notice any time after three (3) months after the effective date of this Agreement.

#### SECTION 9. FIRST AID.

It is the expressed policy of the Employer and the Union to cooperate to promptly resolve health and/or safety problems in all work locations under the Employer's control.

The Employer shall provide training to at least one (1) person at each work location in the latest first aid techniques, including Cardiopulmonary Resuscitation (CPR) training given by an American Red Cross or other approved instructor.

The Employer shall maintain at each work location first aid and universal precaution supplies and equipment in accordance with American Red Cross or other approved standards.

The telephone numbers of the local fire department, police department, Emergency Medical Service (EMS) or municipal ambulance service, and other appropriate services shall be prominently posted.

#### SECTION 10. INSPECTIONS.

Whenever an inspector or investigator from any local, State or Federal governmental organization makes a safety or health inspection at a work location, the Union shall be notified as much in advance as possible by the Employer, inspector, or investigator. A local Union Representative, authorized by the Union, shall be released from work without loss of pay or benefits to accompany such inspector or investigator in his/her inspection. Such Union official shall have full rights to ask questions and/or make appropriate statements pertaining to the subject inspection.

#### SECTION 11. CONFIDENTIALITY OF MEDICAL RECORDS.

To insure strict confidentiality, only authorized representatives of the Employer, or authorized Union Representatives, with the employee's written permission, shall possess or have access to any employee medical records, including sick leave affidavits, records prepared by a private physician, rehabilitation facility, or other resource for professional assistance.

#### SECTION 12. HEALTH AND SAFETY SUBCOMMITTEES.

A Health and Safety Subcommittee shall report on issues of health and safety in accordance with Article 10, Section 1, at Labor-Management Meetings at the Department/Agency level. The establishment and operational details of such subcommittee shall be discussed at the Labor-Management Meeting.

The Employer and the Union agree to establish a joint Labor-Management Committee, which may include other SEIU Local Unions, to review issues and concerns regarding indoor air quality.

#### SECTION 13. EMPLOYEE SAFETY.

In a situation which presents immediate danger to an employee(s), such employee(s) shall be either:

- A. Relocated (temporary transfer) to another work location; or
- B. Put on administrative leave until the work location has been made safe and healthful; or
- C. The Employer shall immediately correct the dangerous situation.

#### SECTION 14. EMERGENCY AND EVACUATION PLANS.

The Appointing Authority shall provide the Union with copies of all current emergency and evacuation plans and shall also provide copies of such plans as they are changed and/or updated.

Such plans shall be posted at all work locations.

SECTION 15. COMPLIANCE LIMITATIONS.

The Employer's compliance with this Article is coextensive with the availability of funds required for such compliance. If the Employer is unable to meet the requirements of any Section of this Article due to lack of funds, the Employer shall make all reasonable effort to obtain the necessary funds.